# FRANKLIN COUNTY COMMISSIONERS MEETING DECEMBER 20,2022 – 10:00 A.M. COMMISSIONERS/COUNCIL MEETING ROOM, #203

The Franklin County Commissioners met in regular meeting on December 20, 2022, at 10:00 A.M. in the Commissioners/Council meeting room. Present were Tom Linkel, Tom Wilson, Gerald Wendel and Karla Bauman, Auditor.

FRANKLIN COUNTY VOLUNTEER OF THE YEAR AWARD: Commissioners recognized John Palmer and presented him with the volunteer of the year award. They recognized his hard work and efforts while serving on various boards in Franklin County to further economic development. December 20, 2022 will be recognized as John Palmer Day countywide.

OPEN HIGHWAY BIDS: Larry Smith, Highway Engineer opened the 2023 bids received for various highway purposes. A copy of said bids are attached to these minutes. Tom Wilson motioned to accept the fixed rate bid for fuel from Co-Alliance which will lock the fuel bid price per gallon from January 1, 2023 thru December 31, 2023. Said motion was seconded by Gerald Wendel. All in favor, motion carried.

Tom Wilson also motioned to accept the Harrison Sand & Gravel Bid, seconded by Gerald Wendel, all in favor, motion carried.

All other bids were tabled until further review. Motion by Tom Linkel to take all bids under advisement until next meeting on January 11, 2023 for review, seconded by Tom Wilson, all in favor, motion carried.

**ARPA UPDATES – JOHN PALMER:** John Palmer came before commissioners to approve the funding for the following ARPA projects:

- 1. 4-H Building \$600,000.00
- 2. Animal Shelter Facility \$300,000.00
- 3. County Garage Improvement \$56,000.00
- 4. Franklin County Fire Departments \$50,000.00 each
- 5. Brookville Fire Department \$50,000.00

Tom Linkel made a motion to approve and move forward on the five projects presented and the associated costs therewith, seconded by Tom Wilson, all in favor, motion carried.

SEI READI, LETTER OF SUPPORT – JOHN PALMER: John Palmer requested commissioners to sign a letter of support to be submitted with the grant application for the sewage waste project on Reservoir Road. The cost of the project will be approximately 4.5 million. Tom Wilson made a motion for the commissioners to sign the letter of support for the sewage waste project for the Reservoir Road grant of 4.5 million, seconded by Gerald Wendel, all in favor, motion carried.

FRANKLIN COUNTY GRANT POLICY: Commissioners reviewed the grant policy presented for approval for all departments to following when applying for and administering Franklin County grants. Tom Wilson made a motion to approve the grant policy as a living document with allowing modification with amendments as needed, seconded by Gerald Wendel, all in favor, motion carried.

FRANKLIN COUNTY TRAVEL POLICY – RESOLUTION 2022-44: Commissioners reviewed the amended travel policy for Franklin County elected officials and employees. Motion to approve Resolution 2022-44, a resolution amended the Franklin County Travel Policy by Tom Wilson, seconded by Gerald Wendel, all in favor, motion carried.

100<sup>th</sup> Anniversary Whitewater School: Whitewater School will be celebrating 100 years in 2023. The school was established in 1923. There will be a community ceremony on December 22, 2022 at 10:00 a.m. Tom Linkel made a motion to make 20223 the Year of the Elkhorns to be observed and brought to the attention of all Franklin County citizens, seconded by Tom Wilson, all in favor, motion carried.

2023 Commissioner Department Appointments: Tom Linkel made a motion to approve the 2023 Commissioner Department Appointments, seconded by Tom Wilson, all in favor, motioned carried. A copy of said appointments are attached hereto.

EMA GRANTS – AMY LINDSEY: Amy Lindsey, EMA Director came before Commissioners to give her quarterly update on the status of her grants and reimbursements. Auditor Bauman questioned the \$1,600.00 as shown as being reimbursed for the 2022 HEMP (Hazmat) grant that according to her records the \$1,600.00 expenditure was from November, 2021 and that the reimbursement funds have not been received. Director Lindsey will check on the status of the reimbursement for the Auditor.

CLERK MONTHLY REPORT FOR NOVEMBER, 2022: Tom Wilson made a motion to acknowledge receipt of the Clerk's monthly report for November, 2022, seconded by Gerald Wendel, motion carried.

MEETING MINUTES – DECEMBER 13, 2022: Motion to approve the meeting minutes from December 13, 2022, by Gerald Wendel, seconded by Tom Wilson, all in favor, motion carried.

CLAIMS: Commissioner Linkel read the following claims for approval:

Regular Claims: \$1,382,197.82

Park Sales - \$13.90

Bond PMT - \$210,908.25 Utilities - \$201,172.77

CD Investments - \$3,000,000.00

Local Income Tax Distributions: \$796,207.38

Motion to approve the December 20<sup>th</sup> claims as stated by Tom Linkel, seconded by Tom Wilson, all in favor, motion carried.

Harry Graves: Presented questions to the commissioners about the acquisition of the Town Administration Building from the Franklin County School Corporation and the Salt Dome from the State of Indiana. He believes there are concerns with the deed transfers.

Commissioners announced the cancellation of the December 27, 2022 meeting.

**ADJOURN:** Commissioner Linkel made a motion to adjourn the meeting, seconded by Tom Wilson, all in favor, motion carried.

Others Present at Meeting: Kevin Kaiser, David Kisen, Bridget Hayes, John Palmer, Jackie Wilhelm, Amy Lindsey, Harry Graves, Jenny Menkhaus, Gary Marmouze, Eugena Monroe, Larry Smith, Brian Partterson, Faye Hay and Crystal McQueen

Minutes approved, 2023.	
Ayes:	Nays:
Tom Wilson	Tom Wilson
Gerald Wendel	Gerald Wendel
Attested By:	
Karla J. Bauman, Auditor	

#### Annual Bids 2022

ITEM NO. 10 PIPE & MISC.

	Status
ITEM NO. 1 GUARANTEED SET PRICE - GASOLINE & DIESEL FUEL	Award 1/11/2022
ITEM NO. 2 ESCALATING PRICE - GASOLINE & DIESEL FUEL	
ITEM NO. 3 LIQUID ASPHALT	
ITEM NO. 4 ASPHALT PAVEMENT MATERIALS & MISC	,
ITEM NO. 5 ASPHALT RECYCLING AND ASPHALT MILLING	No Bids
ITEM NO. 6 CRUSHED STONE	
ITEM NO. 7 GRAVEL AND SAND	
ITEM NO. 8 DUMP TRUCK RENTAL	
ITEM NO. 9 PRE-ENGINEERED/PRE-FABRICATED BRIDGES	



#### **ENERGY CONTRACT**

		Neg	otiated Date: 12/28/2022 /
The Buyer named listed below from	herein agrees to purchase the the Seller. Delivery will be	he energy product indica	ted at the terms and conditions s, at the location listed below.
Buyer Information		made into compilant talix	is, at the location listed below.
Name: Franklin County Hig	hway	Account #:	H09296
Address:1360 Fairfield Ave	<del>}</del>		
City:Brookville		State:Indiana	Zip Code: 47012
Telephone #: 765-647-4271	e-mail:		
Seller Information Co-Alliance Cooperative, Inc.; 7	70 N. High School Rd.; Indianapo	olis, IN 46214 800-525-02	272 (317)745-4491
Co-Alliance Cooperative, Inc. (Se	eller) agrees to sell and deliver a	nd Buyer agrees to purchase	and accept as per the following:
Month/Year of Delivery	Product/Quantity	Price per Unit	Total Price
Jan23-Dec23	63,000 gallon #2 on-road Die	sel \$3.7250	\$234,675
Jan23-Dec23	63,000 gallon 87 E10 Plus	\$2.7150	\$171,045
2		Sales Tax	
Pricing Fixed X	Maxi	Discount/Credit	
Payment Prepay Bo	poking X	Total	\$405,720
On all Maxi Price contracts: A Pr Payment must be	ice Protection Premium of	cents per gallon will be cl	harged at contract initiation.
	o-Alliance polices included but n to Seller by any state, local or fec	ot limited to the Keep Full s deral authorities.	and Credit Policies. This contract is
	r, a penalty of Ten Cents (\$.10) a	gallon plug the difference b	etween the contract price and current me of breach only the Ten Cents
ll signers state they have authors o this contract is hereby incorpora y signature below.	ity to enter this agreement. The sted by reference and Buyer ack	Co-Alliance Cooperative, In- nowledges receipt and accep	c. Terms and Conditions Addendum tance of said Terms and Conditions
comments: add .02 cents per	gallon for winterization durin	g winter months	
add .11 cents per gallon to tra	insport price for tank-wagon	delivery	
.33 SET tax for gas included	in price, .55 SET tax included	d in diesel price.	
I have read and understood this	contract including the Terms an	d Conditions on the	
Buyer Signature: 1homa	Co-Allian	ce (Seller) Signature:	
Date: 12/28/2020	Date:	12/28/2022	

\_\_\_Date:\_\_

#### CO-ALLIANCE COOPERATIVE, INC. TERMS and CONDITIONS:

Documents: Seller will provide Buyer a commercial invoice.

Freight: All transportation costs incurred prior to the Delivery Point shall be paid by the Seller.

Title, Risk and Indemnification: Title to product and risk of loss shall pass from Seller to Buyer upon delivery of the product to Buyer. Once product is delivered to the delivery point as specified in this contract, Buyer agrees to the fullest extent permitted by law to defend, protect, and indemnify Seller against all claims, demands or lawsuits, including attorney fees and expenses.

Force Majeure: Seller shall not be held liable for delay, failure to ship or loss of any shipment or part thereof, caused by forces of nature or acts of War which are beyond the Seller's control. In the event of such contingencies arise, the Seller shall be released from his/her obligations to the extent that such conditions prevent or impair performance or impose unreasonable demands or disproportionate commercial or other sacrifices or expense upon the Seller in order to fulfill the contract.

Entirety: The entire contract between the parties is contained in the written agreement, and no representation nor oral agreement nor understanding not contained in this contract shall effect or alter same.

Warranty: Seller warrants the goods for the ordinary purpose for which the goods are normally used. Seller does not warrant the goods for any particular purpose. Seller makes no other warranties expressed or implied. Seller shall not be liable for consequential damages. Buyer's exclusive remedy, for any cause of action arising out of or related to the sale confirmation, including breach of seller's warranty is limited, at buyer's option to (i) replacement of the non-conforming product at a mutually agreeable delivery point or (ii) a refund to buyer of the portion of the purchase allocable to such non-conforming product. In no event will Seller's cumulative liability under the sales contract exceed the total purchase price of the non-conforming product.

Inspection: Buyer shall at its sole cost and expense, inspect the Product furnished under this contract immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three (3) business days from the date of delivery shall constitute an unqualified acceptance of the Product and waiver by Buyer of all claims with respect thereto.

No Obligation to Make Sales/Shortages: Seller shall have no obligation to sell, and Buyer shall have no obligation to purchase any product not specifically designated by contract between the parties.

Governing Law: This Contract is governed by the laws of the State of Indiana.

Venue: In the event judicial proceedings are required in regard to this contract, all parties agree that such proceedings shall be venued in Hendricks County, Indiana, and all parties consent to jurisdiction of the Courts of Hendricks County, Indiana.

Maxi: The term Maxi is an abbreviation for Maximum Price. This is the amount that will not be exceeded during the contract period. Price may go down but will not exceed this amount.

Fixed: The term Fixed is an abbreviation for Fixed Price which is set by Seller at the time the contract is executed and will not change.

Prepay: 100% Down payment of contract on the day of signing.

Booking: 10% Down payment of contract on the day of signing with balance to be paid when product is delivered.



#### Co-Alliance Cooperative Inc. TERMS and CONDITIONS for FIXED PRICE FUEL CONTRACTS

THIS AGREEMENT, made and	entered into this	28th	day of	December				2022	by and bet	ween	
Jason DeBoo	as authorized contr	acting repr	esentatio	ve for Co-All	iance Coope	erative Inc. her	reinafter refer	red	,		
to as (Seller), with its princip	al location 6250 E. State R	Road 234, V	Vilkinson	, IN 46186 a	nd		Franklin C				
as authorized contracting rep		Franklin			herein	after referred	to as (Buyer)	in			_
consideration of the mutual of	ovenants contained herei	in, the part	ies agree	as follows:	-		(2) N N				
Fixed price forward-mon contract will be understood to contracts originating via telep contract agreement will be se Additionally, confirmations N	hone will be firm and bin nt via fax , United States i	orice forwar ding when Mail or em	rd-month placed w ail to Buy	o contracts which an authorized an authorized an authorized and authorized authorized and authorized authoriz	vill be offer orized repre offrmation is	ed between 8: sentative of C to be signed	00 AM and 5:0 o-Alliance Coo and returned y	OOPM Eas operative, within ter	tern time on Inc. (Seller). (10) busine	regular business da Confirmation of a v	ys. All
2. Product purchases covere	ed by this agreement will	begin with	product	purchased o	n the		1st		day of	January	2023
and will conclude with produc	t being purchased on or b	efore the		31st		December				023 .	
3. Buyer agrees to purchase	from Seller 63,00		gallons		On Road		at a fixed p			\$3.7250	) per
gallon. Price includes  NOT included in contracted pr	0.55 SMFT and ice per gallon.	0	FET. G	as use tax (	if applicable	e) will be adde	d at the time	of deliver	y and is		_:
A Deadust covered by this a											
<ol> <li>Product covered by this a between the dates of the</li> </ol>	1st day of		thin the	contract spe							
December	ast day or	January 2023		Callana ant		and the n their designa	31st	1	day of		
contract months will be forfeit	ed. In addition Co-Allian			will invoice	the Brace f	or there was s	itea nd nellana . Th		_		
formula used will be equal to t	he difference between th	e contract	fixed orig	re and the C	nuntruMari	Pack price at	the and of the	e invoicin	g		
contract period multiplied by	the number of undelivere	d gallons.	f the cor	ntract price i	s lawer tha	n the Country	Mark Pack orio	ca at the			
end of the contract period, no	charge will apply, nor wil	l any refun	d be gran	nted. Payme	ent for invo	ced amount w	vill be due to C	Co-Allianc	e Cooneratio		
by the due date set forth on th	e invoice. Invoice terms v	will be equa	ol to Co-A	Alliance Coo	perative's n	egular account	terms.	LO Allianc	e cooperatio		
5. Contract gallons are not to											
6. All product delivered by Se	eller and sold to Buyer pur	rsuant to th	nis Azree	ment/Contr	act shall co	nform to the o	uality specific	rations			
mutually agreed upon by the p	arties for such products w	hich are co	mmercia	ally acceptab	le. In addit	tion, Co-Allian	ce Cooperativ	re Inc mal	es		
no warranty, express or implied	d, concerning any product	other than	it shall	conform to 1	the specifica	tions as descr	ribed above.				
ALL OTHER WARRANTIES OF A	IY KIND, EXPRESS OR IMP	LIED IN FA	CT OR BY	LAW, INCL	JDING, BUT	NOT LIMITED	TO, IMPLIED	)			
WARRANTIES OF MERCHANT A	BILITY OR FITNESS FOR A	NY PARTICI	JLAR PUI	RPOSE OR A	NY IMPLIED	WARRANTY A	ARISING FROM	1 COURSE			
OF DEALING OR USAGE OF ANY											
<ol><li>Seller at its option may ma seller, when due, any amounts</li></ol>	ke void this contract if Bu payable under this agreen	yer's accou ment.	unt beco	mes delinqu	ent by 60 d	ays. Nothing i	n this agreem	ent/contr	act shall exc	use buyer from pay	ing
<ol> <li>If there is a breach of this in including finance charges at the</li> </ol>	Agreement/contract, the pure usual and customary rate	parties here e.	eby agree	e that all rea	sonable co	sts of collectio	n and attorne	y fees ma	y be added	to the amount owed	1
Co-Alliance Cooperative In pass to Buyer at time of deliver	c shall deliver all product: y.	s covered b	y this Ag	greement/co	ntract to th	e Buyer. Risk	of loss for pro	oduct shal	1		
<ol> <li>Either party's failure to perfive rise to any liability of either ction by governmental authori</li> </ol>	party to the other if such	failure is a	ttributa	ble to any a	ct of God, ri	ot, public ener	art, will not be my, fire, explo	e deemed osion, floo	a breach or d, drought,	a default hereund war, sabotage, accid	er or lent,

13. This instrument sets forth the entire agreement between the parties relative to the subject matter herein and superseded all previous understandings and agreements of the parties relative to the subject matter herein. Modification or amendment of any of the provisions of this Agreement/contract shall not be valid unless in writing and signed by the parties hereto.

11. The waiver by either party of a breach of any provisions of this Agreement/contract will not contribute to or be construed as a waiver of any future breach of any

12. In the event one or more provision of this Agreement/contract should be or become illegal, invalid, or unenforceable, then the parties will substitute legal, valid and enforceable provisions for such illegal, invalid or unenforceable provisions that it can be reasonably assumed that the parties would have contracted on the basis of those new

provision(s) of this Agreement/contract.

14. This Agreement/ contract shall be governed by and be construed in accordance with the laws of the State of Indiana. Buyer hereby agrees that any suit, action or proceeding seeking to enforce any provision of or based on any matter arising out of or in connection with this agreement shall be brought in the state courts having subject matter jurisdiction over such actions in Wayne County, Indiana. Buyer hereby irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may nor or hereafter have to the laying of venue in any such suit, action or proceeding in any such court or that any such suit action or proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the authorized representative of the parties hereto has executed this Agreement/contract effective the day and year first above written.

Seller:	Co-Alliance Cooperative Inc		Buyer:	Franklin County /	
Ву:	Jason DeBoo	Please sign & return	Ву:	Jan Ul	
Title:	Energy Sales Specialist		Title:	Commissioner	President
Agreen	nent/contract#		Account ID#	H09296, H09308, H26931	1-11-2023
* *Ado	d \$.11 per gallon when delivered by tankwagon		Phone Number	765-647-4271	
	\$.02 per gallon for Winter Blend		Address	1360 Fairfield Avenue	
				Brookville, IN 47012	



#### Co-Alliance Cooperative Inc. TERMS and CONDITIONS for FIXED PRICE FUEL CONTRACTS

THIS AGREEMENT, made and		28th		December			2022 by and	between	
Jason DeBoo	as authorized cont	racting repr	resentativ	e for Co-Allia	nce Cooperative Inc, h	ereinafter referred	1		
to as (Seller), with its princi		Road 234, V	Vilkinson	, IN 46186 an	1	Franklin Cou	nty		
as authorized contracting re		Franklin	County		hereinafter referred	to as (Buyer) in			
consideration of the mutual	covenants contained here	in, the part	ties agree	as follows:					
Fixed price forward-mo	nth contracts are available	e by month	for up to	twelve (12) c	onsecutive months. M	linimum contracte	ed gallons are 1.0	and is  52.7150 pe  and is  Cooperative	in this
contract will be understood to	to be gross gallons) Fixed	price forwa	rd-month	contracts wi	be offered between !	8:00 AM and 5:00P	M Factor time	on regular business	dame All
contracts originating via tele	phone will be firm and bir	nding when	placed w	ith an author	zed representative of	Co-Alliance Coone	rative Inc (Sall	arl Confirmation of	1 washal
Additionally, confirmations N	OT received within ten (1	Mail or em 0) business	ail to Buy days sha	rer. The confi II also constit	rmation is to be signed ute agreement to the I	and returned wit terms set forth by	thin ten (10) bus the contracting	iness days after recei party.	pt.
2. Product purchases cover	ed by this agreement will	begin with			the	1st	day of	January	2023
and will conclude with produ	ct being purchased on or l	before the		31st	day of December			2023 .	
3. Buyer agrees to purchas	e from Seller 63.00	20	gallons	-6 0751			2		
gallon. Price includes	0.33 SMFT and				+ Gasoline applicable) will be add	at a fixed price	re of	\$2.71	50 per
NOT included in contracted p			2 / 0	as use tax (II	applicable) will be add	ed at the time of	delivery and is		
4. Product covered by this a	greement must be taken	by Buyer w	ithin the	contract spec	fied dates. Delivery d	ates on the Contra	act are		
between the dates of the	1st day of	January			2023 and the	31st	day of		
December		2023		Gallons not li	ted within their design	nated			
contract months will be forfei	ted. In addition, Co-Allian	ice Coopera	ative Inc.	will invoice th	e Buyer for those unu	sed gallons. The in	nvoicing		
formula used will be equal to	the difference between th	ne contract	fixed pric	e and the Co	intryMark Rack price a	t the end of the			
contract period multiplied by	the number of underivere	a gallons.	If the con	tract price is	ower than the Country	Mark Rack price	at the		
end of the contract period, no by the due date set forth on th	ne invoice Invoice terms	will be sour	al to Co.A	lliance Cook	t for invoiced amount	will be due to Co-	Alliance Cooper	ative	
	ic invoice. Invoice terms	will be equi	at to Co-A	mance coope	rative s regular accour	it terms.			
5. Contract gallons are not t	ransferrable to any other	entity with	out writt	en consent of	the Seller.				
. All product delivered by S	eller and sold to Buyer pu	rsuant to th	nis Agree	ment/Contrac	t shall conform to the	quality specificati	ons		
nutually agreed upon by the p	parties for such products w	which are co	ommercia	lly acceptable	. In addition, Co-Allia	nce Cooperative I	nc makes		
o warranty, express or implie	d, concerning any product	t other than	it shall c	onform to th	specifications as desc	cribed above.			
ALL OTHER WARRANTIES OF A	NY KIND, EXPRESS OR IMP	PLIED IN FA	CT OR BY	LAW, INCLU	ING, BUT NOT LIMITE	TO, IMPLIED			
VARRANTIES OF MERCHANT A OF DEALING OR USAGE OF ANY	Y TRADE, ARE EXPRESSLY I	EXCLUDED I	FROM TH	SPOSE OR AN	IMPLIED WARRANTY AND FROM THIS AGR	ARISING FROM CO EEMENT.	DURSE		
Seller at its option may ma eller, when due, any amounts	ake void this contract if Be payable under this agree	uyer's accor ment.	unt becor	mes delinque	t by 60 days. Nothing	in this agreement	t/contract shall	excuse buyer from pa	ying
. If there is a breach of this noluding finance charges at the	Agreement/contract, the e usual and customary rat	parties her	eby agree	that all reas	onable costs of collecti	on and attorney fo	ees may be adde	ed to the amount own	ed
Co-Alliance Cooperative In	nc shall deliver all product		y this Ag	reement/con	ract to the Buyer. Ris	k of loss for produ	ct shall		
Either party's failure to per ve rise to any liability of eithe tion by governmental authori	r party to the other if such	h failure is a	attributat	ele to any act	of God, riot, public en	part, will not be d emy, fire, explosio	eemed a breach n, flood, drough	or a default hereun t, war, sabotage, acc	ider or ident,

12. In the event one or more provision of this Agreement/contract should be or become illegal, invalid, or unenforceable, then the parties will substitute legal, valid and enforceable provisions for such illegal, invalid or unenforceable provisions that it can be reasonably assumed that the parties would have contracted on the basis of those new

11. The waiver by either party of a breach of any provisions of this Agreement/contract will not contribute to or be construed as a waiver of any future breach of any

provision(s) of this Agreement/contract.

13. This instrument sets forth the entire agreement between the parties relative to the subject matter herein and superseded all previous understandings and agreements of the parties relative to the subject matter herein. Modification or amendment of any of the provisions of this Agreement/contract shall not be valid unless in writing and signed by the parties hereto.

14. This Agreement/ contract shall be governed by and be construed in accordance with the laws of the State of Indiana. Buyer hereby agrees that any suit, action or proceeding seeking to enforce any provision of or based on any matter arising out of or in connection with this agreement shall be brought in the state courts having subject matter jurisdiction over such actions in Wayne County, Indiana. Buyer hereby irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may nor or hereafter have to the laying of venue in any such suit, action or proceeding in any such court or that any such suit action or proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the authorized representative of the parties hereto has executed this Agreement/contract effective the day and year first above written.

Seller	Co-Alliance Cooperative Inc		Buyer:	Franklin County
Ву:	Jason DeBoo	Please sign & return	By:	Tomac
Title:	Energy Sales Specialist		Title:	Commissioner President
A	ment/contract #		Account ID#	ноэ295 , ноэ308 . н26931
-50			Phone Number	765-647-4271
Ad	d \$.11 per gallon when delivered by tankwagor	1	Address	1360 Fairfield Avenue

Brookville, IN 47012

## ANNUAL BIDS FOR 2023 ITEM 3 LIQUID ASPHALT

		Bidder	
	Asphalt Mat.	Marathon NoBid	Terry Asphalt
Liquid Asphalt			
(Per Gallon)	Esc/ De-esc	North Bend, OH	Firm
F.O.B. Venders Plant		North Bend, OH	Hamilton,OH
RS-2,AE-90	2.771	****	2.220
AE-90S	2.996	****	2.470
SS-1h	****	****	1.590
AE-60,AE-T	****	****	****
AE-P	****	****	****
AE-PL	****	****	****
AE-150	****	****	2.2
AE-200	****	****	2.2
AE-300	****	****	****
CM-90	****	****	****
CM-150	****	****	****
CM-300	****	****	****
HP-1,HP-2	****	****	****
MC-30,MC-70	****	****	****
FasBlack	****	****	1.59
TSSP	****	****	****
Dustlay	****	****	****

Recommend accept ALL based upon geographic location and availability

F.O.B. County Storage	Asphalt Mat.	Marathon	Terry Asphalt
RS-2,AE-90	2.7710	****	2.420
AE-90S	2.9960	****	2.670
SS-1h	****	****	1.790
AE-60,AE-T	****	****	****
AE-P	****	****	****
AE-PL	2.7710	****	****
AE-150	****	****	2.200
AE-200	****	****	2.200
AE-300	****	****	****
CM-90	****	****	****
CM-150	****	****	****
CM-300	****	****	****
HP-1,HP-2	****	****	****
MC-30,MC-70	****	****	****
FasBlack	****	****	****
TSSP	****	****	****
Dustlay	****	****	****
HFRE	****	****	2.6700

Recommend accept ALL based upon geographic location and availability

F.O.B. Vendor Storage	Asphalt Mat.	Marathon	Terry Asphalt
RS-2,AE-90	2.7710	****	2.420
AE-90S	2.9960	****	2.670
SS-1h	****	****	1.790
AE-60,AE-T	****	****	****
AE-P	****	****	****
AE-PL	2.7710	****	****
AE-150	****	****	2.400

Recommend accept ALL based upon geographic location and availability

#### ANNUAL BID ASPHALT PRICES FOR 2023 ITEM 4 Asphalt Pavement

Material	Dave O'Mara	Hot Mix, Inc.	Hot Mix, Inc.	Rohe Asph.	Rohe Asph.	Rohe Asph.	Rohe Asph.	HEI-WAY,INC
HMA (Hot Mix) - FOB Plant (escalate/de-escalate)	New Point	New Point	New Point	Cleves	Cleves	Cleves	Cleves	
	RAP	Virgin	RAP 20-25%	Virgin	RAP 20-25%	RAP 25%		
#9.5mm Surface	60.00	73.00	65.00	82.00	70.00	69.00		****
#12.5mm Surface	63.00	73.00	65.00	82.00	70.00	69.00		****
#19mm Binder/Intermediate	57.00	69.00	61.00	78.00	66.00	66.00		****
25mm Base	56.00	68.00	60.00	77.00	65.00	65.00		****
Patching (Type B)		****	****	****	****	****		****
Fiber Base Mix		105.00	105.00	104	99	****		****
HMA (Hot Mix) - Furnished, Delivered, & Placed	-					Condit	tional*	
(escalate/de-escalate)	RAP			VIRGIN	RAP 20-25%	VIRGIN	RAP 25%	
#9.5mm Surface	97.00	****	****	104.00	96.00	100.00	92.00	****
#12mm Surface	94.00	••••	****	104.00	96.00	100.00	92.00	****
#19mm Binder/Intermediate	91.00	****	****	100.00	92.00	96.00	88.00	****
25mm Base	90.00	••••	****	99.00	91.00	95.00	87.00	••••
Tack (per Ton)	****	****	****	750.00	750.00	750.00	750.00	****
Cold Mix	****	100.00	100.00	150.00	130.00	135.00	96	150

<sup>\*</sup>Conditional requires 500 tons per location.

#5	****	****	14.20	14.20	****	
#8	****	****	14.20	14.20	16.00	
#9	****	****	14.20	14.20	****	
Gravel						
#4	****	****	****	****	****	
#5	15.20	****	****	****	****	
#8	15.20	****	****	****	****	
#9	15.20	12.75	****	****	****	
#11	16.50	11.85	****	****	****	
23/24 Sand	****	10.90	****	****	****	
#53 - 50% Crushed	13.15	12.10	****	****	****	
#53 - 85% Crushed	14.15	12.1	****	****	****	
7C	****	13.45	****	****	****	
#73	****	****	****	****	****	
#C	16.50	****	****	****	****	
Oversize Gravel	14.85	****	****	****	****	
Ice Control	8.90	8.15	****	****	****	
Fill Sand	8.90	8.2	****	****	****	
Pea Gravel - Course	13.00	9.6	****	****	****	
Pea Gravel - Fine	10.20	9.6	****	****	****	
Concrete Sand	10.25	****	****	****	****	
Pea Fill	****	9.00	****	****	****	
B-Borrow	****	****	****	****	****	
Haul per Ton	5.25	8.75	7.00			

Note: Harrison-Metamora Plant-Check for availability.

### Annual Bid - 2023 ITEM 9 Prefab Bridges

Note: Both Bids require separate footing dedsign and installations

	E&H Bridge				E3 Bridge		
Sub Structure Type:	Weathering Steel Beams and Diaphragms				Weather Steel, Galv, or Painted Be		
(Example for Comparison of	Price			Total	Sub Str	Concrete Deck	Tot
24' x 20'	\$40,931.00						
24' x 30'	\$59,226.90						
24' x 40' (42')	\$88,318.00				\$111,360.00	\$22,400.00	\$133,
24' x 50'	\$119,408.00						
24' x 60'	\$146,953.80						8
	Misc.	Unit					
	Grid Deck 4" (/SF)	SF		\$34.84	A		
	Post Galv.	EA		\$155.00	1	\$270.00	
	Rail - W Beam	EA	12' Lengths	\$200.00	A	\$280.00	
	Rail-Thrie Beam	EA	12' Lengths	\$250.00	4	\$470.00	
	Ends - W	EA		\$140.00	4		
	Ends - Thrie	EA		\$160.00	Est*	\$200.00	
	- Skew 30 to 45 deg - add \$3,500.				Note: Fig 4" concrete Deck at \$150		
					Abutment Design\$6,500.00		
					Skew add 15%		
	- All steel is A-588				-Others Sizes available per Bid		
	-Others Sizes available per Bid				Guard Rail included in bid		

#### **AREAS OF RESPONSIBILITIES 2023**

Transfer Station/Recycling: Tom Wilson

Gravel Pit: John Heis

Highway: John Heis

Court House/North Annex: Tom Wilson

Government Center: Tom Wilson

Old Senior Center Annex / Court Street Annex: Tom Wilson

Security Center: Jerry Wendel

E-911/Communications: Jerry Wendel

Senior Citizens/Public Transportation: Jerry Wendel

Small Animal Control: Tom Wilson